

# EXHIBIT 11

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December 16, 2016

**VIA FIRST CLASS**  
**& ELECTRONIC MAIL**

Redbubble, Inc. c/o  
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General Counsel, Redbubble  
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**Re: Your Infringement, Dilution, and Unfair Competition of**  
**Elektra Printz Gorski's Trademarks**

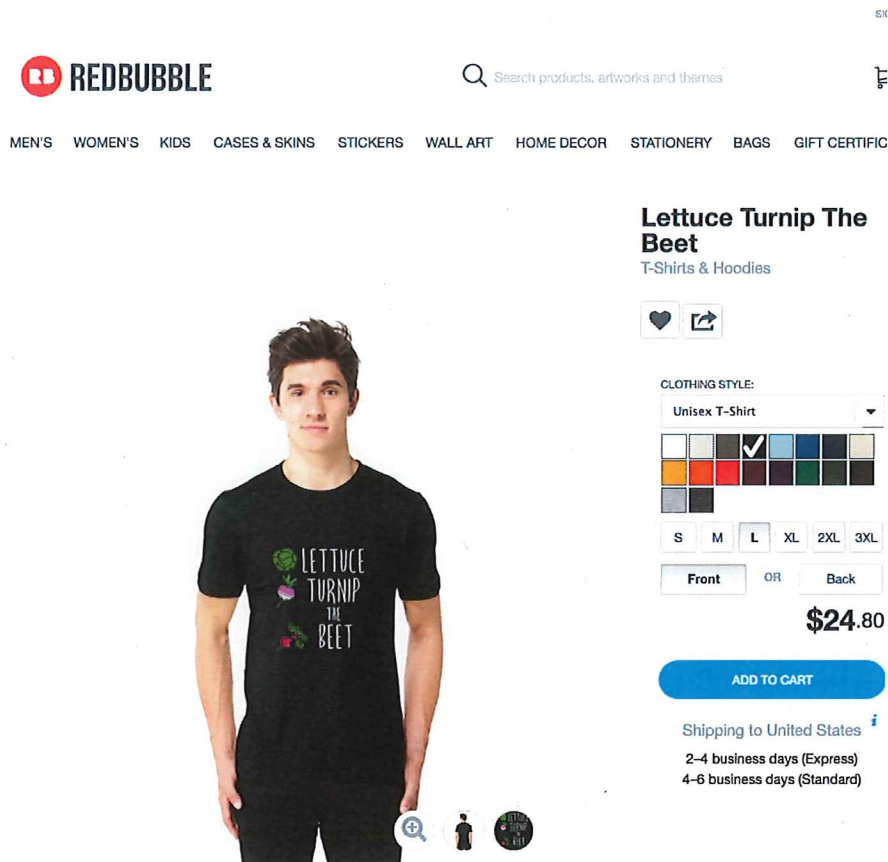
To Whom it May Concern:

Please be advised that this law firm, in conjunction with Krane & Smith, APC, represents Ms. Elektra Printz Gorski ("Gorski") in connection with the enforcement of her intellectual property rights. Please be sure to direct all correspondence to our office.

Gorski is the owner of the well-known trademark "Lettuce Turnip The Beet." (the "Mark"). Gorski has used and actively promoted the Mark for a number of years, and has invested considerable time and money establishing exclusive proprietary rights related thereto. The Mark and variations thereof are registered with the United States Patent and Trademark Office under the following Registration Numbers: 4,297,108; 4,454,801; 5,064,226; and 5,064,227 ("Marks").

Since 2014, our client has been sending cease and desist notices to Redbubble, Inc. ("Redbubble") demanding that it remove from its website products for sale which

infringe upon Gorski's Marks. We are in receipt of information, however, which evidences Redbubble's failure to monitor its website and its continuation of selling goods that infringe Gorski's Marks. For instance, infringing items such as the one below have continued to be regularly made available for sale on the Redbubble website:



Please be advised that your company's conduct constitutes, among other things, infringement of Gorski's rights in the Mark and unfair competition under federal and state law. This is particularly so, since it is likely to cause confusion among consumers.

Please be advised that applicable federal and state law provides Gorski with a variety of legal remedies, and subjects your company to significant exposure. Possible legal remedies include injunctive relief and monetary damages. For your company's trademark infringement alone, Gorski is entitled to recovery of your company's profits, recovery of Gorski's damages, treble damages (an award up to triple the amount of lost profits, actual damages and costs), statutory damages, punitive damages, and recovery of all attorney's fees incurred.

We sincerely hope, however, that litigation will not be necessary to protect Gorski's rights and that an amicable resolution can be reached. In order to reach such a

resolution, your company must immediately cease and desist from any such unlawful activities and agree, in writing, to comply with the following demands:

1. Cease and desist using the Mark in any manner whatsoever including, but not limited to, in connection with your company's sales of merchandise bearing Mr. Gorski's Marks;
2. Provide accurate, complete, and verifiable information of the quantity, location and dollar value of all existing inventories of all infringing products and immediately ship all existing inventories to SJS Counsel, APC;
3. Provide accurate, complete, and verifiable information of the dates, quantity and dollar value of all infringing products sold as well as each retailer or wholesaler (online or brick and mortar) you have sold/consigned the infringing products since January 1, 2011;
4. Provide accurate, complete, and verifiable information of the cost of goods of all infringing products sold;
5. Provide accurate, complete, and verifiable information of the cost and amount charged for shipping and handling of all infringing products sold;
6. Provide accurate, complete, and verifiable information of the cost of advertising the infringing products and the advertising revenue generated utilizing the infringing products;
7. The date(s) of production of all infringing products;
8. Remove all references to "Lettuce Turnip The Beet" and related phrases from your websites, advertising, promotional material and other places that it appears on the internet;
9. Cease and desist using the Mark in all your company's advertising, including but not limited to, titles, keywords, slogans, copy, tags, hidden text and URLs on all search engines including but not limited to: Google.com, AOL.com, Ask.com, Excite.com and YouTube.com. To be clear, your company must agree to cease and desist using the Mark in all forms of advertising whether it be internet, articles, print, television or radio;
10. Cease and desist from using the Mark, or any slogans or any variations thereof, in any social networking sites;



11. Remove any references to the Mark, or any slogans or any variations thereof, from all of your company's websites, source codes, articles, blogs, and social networking sites including, but not limited to, updating your site map and take all action necessary to remove any affiliation with the Mark on the internet;

12. Cease and desist from bidding on Gorski's trademarks, slogans, and copyrighted materials on Google.com and other search engines;

13. Agree not to use Gorski's trademarks, slogans or any variations thereof in the future;

14. Supporting documentation for the above including, but not limited to, all sales reports, invoices, purchase orders and/or receipts from suppliers, vendors, manufacturers, and/or retailers;

15. Transfer all designs of the infringing merchandise in your possession will be delivered to SJS Counsel, APC and agree that Gorski shall have exclusive right, title and ownership to the designs of the infringing merchandise including, but not limited to, all United States and international copyrights and other intellectual property rights; and

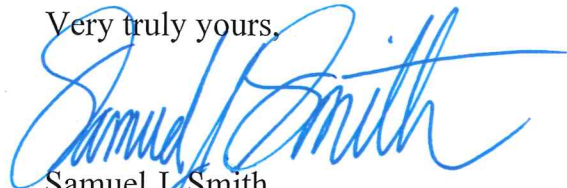
16. Agree that a payment be made to Gorski in an amount to be mutually agreed upon as compensation for any damages she has incurred as a result of your actions.

Pursuant to a duty imposed by law, it is important that you preserve and maintain certain records, documents, notes and writings that relate to this matter. This includes paper, email, faxes, photographs, electronic information, tapes, computerized storage devices and all other media and methods of storage. Upon receipt of this letter, you are prohibited from destroying, erasing, or over-writing any documents, emails, photographs, or other writings that relate to this matter, regardless of their physical form, type or date. The consequences of destruction are severe. Extra care must be taken for electronic writings, which can be erased by the mere storage of new data. Electronic writings should not be overridden or erased.

Unless your company provides us a satisfactory written response to these demands by **January 16, 2017**, Gorski will have no alternative but to commence litigation imminently against your company without any further notice. We look forward to a prompt response to this letter from your company or its attorneys, and trust that you will join us in an amicable resolution of this matter.

Should you have any questions, please feel free to contact me. Please be advised that Gorski reserves all of her rights at law, equity, and otherwise.

Very truly yours,



Samuel J. Smith  
SJS COUNSEL, APC  
*of counsel to Krane & Smith, APC*

RTB/sjs

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